

AMENDED AGENDA
OCONEE COUNTY COUNCIL MEETING
TUESDAY, MAY 18, 1999
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 S. PINE STREET
WALHALLA, SC 29691

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments regarding Ordinance 99-3, "AN ORDINANCE TO IMPOSE A MORATORIUM ON ANY NEW CONSTRUCTION, DEVELOPMENT OR OPERATION OF GROUP RESIDENTIAL FACILITIES OR YOUTH CAMPS IN OCONEE COUNTY PENDING THE DEVELOPMENT OF LAND USE REGULATIONS AND PERFORMANCE STANDARDS"
5. This ordinance has been amended to include towers, therefore the second portion of the public hearing will be to receive oral and/or written comments regarding towers to include the height of towers
6. Consideration of Third & Final Reading of Ordinance 99-3 (Titled Above)
7. Presentation of the 1999 – 2000 Oconee County Sewer Commission Budget – Mr. Howard Adams, Chairman & Mr. Robert Winchester, Superintendent, Sewer Commission
8. Discussion Regarding Council on Aging Building – Mr. Douglas Wright, Acting Director, COA
9. Consideration of Approval of Resolution 99-9, "A RESOLUTION COMMITTING TO THE TEN PERCENT MATCH OF \$50,000 FOR THE PAYMENT OF ENGINEERING FEES IF THE COMMUNITY INVESTMENT GRANT IS AWARDED TO OCONEE COUNTY" – Mr. Dirk Reis, SC Appalachian Council of Governments
10. Update on Y2K Progress in the County – Mr. Steve Pruitt, Chairman, Y2K Committee
11. Discussion Regarding Manned Convenience Center #11 (Long Creek) – Mr. Tim O. Hall, III, Council Member
12. Discussion Regarding Hangars at Oconee County Regional Airport – Mr. Jay Talbert, Talbert & Bright, Inc. & Mr. Marion Lyles, Airport Manager

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Tuesday, May 18, 1999 – 3:00 PM

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13. Consideration of Request of Contingency Funds for Counters for Auditor's Office in Pine Street Complex – Mr. Kenneth F. Williams, Auditor
14. Consideration of Change Order for South Cove Wiring Project – Mr. Sean McGuffie, South Cover Superintendent & Ms. Marianne Dillard, Purchasing Agent
15. Consideration of Bids for 1999 Road Paving – Mr. Hoyt Orr, Road Foreman & Ms. Marianne Dillard, Purchasing Agent
16. Consideration of Bids for Portable Rip Rap Crushing Plant – Mr. Thomas Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent
17. Discussion & Possible Action Regarding Proposal for Hangar Keepers Insurance – Ms. Marianne Dillard, Purchasing Agent
18. Consideration of Renewal of Group Health Insurance Plan – Ms. Marianne Dillard, Purchasing Agent
19. Old Business
20. New Business
21. Adjourn

Prior to the regular Council Meeting at 3:00 PM there will be an open session at 2:30 PM for the public to express their concerns to Council. Anyone wishing to speak will need to sign in and give the subject on which they wish to speak.

There will be a meeting of the Oconee County Budget & Finance Committee Monday, May 17, 1999 at 5:15 PM in Council Chambers for the purpose of discussing the county departmental budget requests and the School Department Request for the 1999-2000 fiscal year.

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Tuesday, May 18, 1999 – 3:00 PM

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The Oconee County Supervisor & Council will meet at the Administrative Offices, Tuesday, May 18, 1999 at 11:00 AM for the purpose of going out on the Coffee Road and kicking off the KOBA clean up week.

There will be a meeting of the Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee Tuesday, May 18, 1999 at 1:00 PM for the purpose of discussing hangar keepers insurance and the need for additional hangars at the Oconee County Regional Airport.

If needed, there will be a meeting of the Oconee County Budget & Finance Committee, Wednesday, May 19, 1999 at 2:00 PM for the purpose of discussing the 1999 – 2000 fiscal year budget.

There will be a meeting of the Newry Committee Thursday, May 20, 1999 at 7:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing the Newry situation.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, May 18, 1999 at 3:00 PM in Council Chambers with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Members of the press present: Laura Gabrels – Anderson Independent, Dick Mangrum – WGOG Radio, Terry Cregar – Greenville News & Brian Fulkerson – Journal/Tribune.

Call to Order:

The meeting was called to order by Supervisor-Chairman Orr who welcomed the guests and media.

Invocation:

Mr. Hamilton gave the invocation.

Minutes:

Mr. Timms made a motion, seconded by Mr. Thomas, approved 4- 0 that the minutes of May 4, 1999 meeting be adopted as printed.

Public Hearing Ordinance 99-3:

The first item on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 99-3, "AN ORDINANCE TO IMPOSE A MORATORIUM ON ANY NEW CONSTRUCTION, DEVELOPMENT OR OPERATION OF GROUP RESIDENTIAL FACILITIES OR YOUTH CAMPS IN OCONEE COUNTY PENDING THE DEVELOPMENT OF LAND USE REGULATIONS AND PERFORMANCE STANDARDS."

Public Hearing Continued:

There was no one present with written and/or oral comments regarding this ordinance.

The ordinance has been amended to include certain cellular towers, so the second part of the public hearing was to receive written and/or oral comments regarding the towers.

There was no one present with written and/or oral comments regarding that portion of the ordinance.

Mr. Thomas made a motion, seconded by Mr. Hall, approved 4 – 0 that Ordinance 99-3, “AN ORDINANCE TO IMPOSE A MORATORIUM ON ANY NEW CONSTRUCTION, DEVELOPMENT OR OPERATION OF GROUP RESIDENTIAL FACILITIES OR YOUTH CAMPS AS WELL AS CERTAIN CELLULAR TELEPHONE TRANSMISSION TOWER STRUCTURE IN OCONEE COUNTY PENDING THE DEVELOPMENT OF LAND USE REGULATIONS AND PERFORMANCE STANDARDS” be adopted on third and final reading.

1999-2000 Sewer Commission Budget:

Mr. Howard Adams, Chairman & Mr. Robert Winchester, Superintendent, Oconee County Sewer Commission presented the proposed 1999-2000 Sewer Commission budget to Council. Mr. Timms made a motion, seconded by Mr. Thomas, approved 4 – 0 that this budget be adopted with the Sewer Commission having the authority to transfer funds from line item to line item within the total budget amount.

Resolution 99-9:

Upon recommendation of Ms. Judy Romano, SC Appalachian Council of Governments, Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that Resolution 99-9, “A RESOLUTION COMMITTING TO THE TEN PERCENT MATCH OF \$50,000 FOR THE PAYMENT OF ENGINEERING FEES IF THE COMMUNITY INVESTMENT GRANT IS AWARDED TO OCONEE COUNTY be adopted on first and final reading.

Council on Aging:

Mr. Douglas Wright, Acting Director, Council on Aging, addressed Council regarding COA purchasing the building they are housed in, however, it was deemed appropriate to postpone this matter until the County Attorney had reviewed documents regarding the grant obtained for this building.

Y2K Committee Report:

Mr. Steve Pruitt, Chairman, Y2K Committee, addressed Council regarding the county being Y2K compliant. Mr. Pruitt informed Council that the county is currently in the evaluation and testing process, however the county is still in need of a remediation plan. Mr. Pruitt is expecting to receive in writing by July 30, 1999 assurance that our 911 equipment is compliant. Mr. Pruitt also expressed concerns regarding to desk top computers, the hardware seems in good shape at this time, however we are in need of some software programs.

Manned Convenience Center #11 (Long Creek):

Mr. Caime, County Engineer, informed Council over 1,000 truck loads of soil will have to be removed from the proposed site for the Long Creek Manned Convenience Center.

Mr. Hall made a motion, seconded by Mr. Timms that the county proceed with the construction of this manned convenience center.

Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 4 – 0 that the county purchase a tract of land in that area to be used as a satellite site for county equipment, sand and gravel to be used in inclement weather and the \$500 option to purchase be taken from the professional line item.

The motion, as amended, was then adopted 4 - 0.

Airport:

Mr. Jay Talbert, Talbert & Bright & Mr. Marion Lyles, Airport Manager addressed Council regarding the county proceeding with the design and construction of eight corporate hangars and nine “T” hangars and upgrade a number of the existing hangars at the airport. The goal of the airport commission is to construct a total of thirty hangars at a cost of \$1,500,000. Mr. Lyles stated their request was for authorization to expend engineering fees, proceed with the design, bid the construction, and seek the method of financing these seventeen hangars.

After considerable discussion, Mr. Timms stated it was the recommendation of the Purchasing, Contracting, Real Estate, Building & Grounds Committee to continue with the study for the design and construction of these seventeen hangars. This recommendation was adopted 3 – 1 (Mr. Hall voting against).

Mr. Timms then made a motion, seconded by Mr. Hamilton, approved 4 – 0 that \$5,000 be taken from contingency for engineering fees for this project.

Hangar Keepers Insurance:

Upon recommendation of the Purchasing, Contracting, Real Estate, Building & Grounds Committee, Council voted 4 – 0 to secure \$1,000,000 hangar keepers insurance for the remainder of this fiscal year and \$5,000,000 for the 1999-2000 fiscal year.

Auditor's Office:

Upon request of Mr. Kenneth F. Williams, County Auditor, Mr. Hall made a motion, seconded by Mr. Timms, approved 3 – 0 (Mr. Hamilton acting as Chairman) that \$7,500 be taken from contingency for counters in the Auditor's Office and these funds be removed from his 1999-2000 budget request.

South Cove Park:

Upon recommendation of Mr. Sean McGuffie, South Cove Park Superintendent & Ms. Marianne Dillard, Purchasing Agent, Mr. Hamilton made a motion, seconded by Mr. Timms, approved 4 – 0 that a change order in the amount of \$1,075 be approved to complete the wiring of the camp grounds at South Cove Park.

Road paving Bid:

Upon recommendation of Mr. Hoyt Orr, Road Foreman & Ms. Dillard, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 – 0 that the bid for overlaying of roadways be awarded to Hubbard Paving & Grading, Inc. who was low bid at \$940,610 and the bid for new construction be awarded to H. R. Garrett, Inc. who was low bid at \$1,454,388.49. (See attached bid sheet)

Rock Crusher:

Upon recommendation of the Roads & Transportation Committee, Council voted 4 – 0 to lease a portable rip-rap plant for six months at a cost of \$158,500 with the option to purchase and the rental fee going toward the purchase cost.

Health Insurance:

Upon recommendation of Ms. Dillard, Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 4 – 0 that the group health plan be renewed with Consolidated Benefits, Inc. (option I) at a cost of \$1,902,433.56 which includes the cost of prescription drugs being \$5.00 for generic prescriptions, \$12.00 for name brand prescriptions and \$5.00 when no generic is manufactured.

Mobile Home Ordinance:

Mr. Caine, County Engineer, requested that the registration of Mobile Home Ordinance be updated. Mr. Orr assigned this matter to the Purchasing, Contracting, Real Estate, Building & Grounds Committee.

Economic Development Building:

Mr. Orr informed Council he had received a letter from the City of Walhalla requesting to lease or purchase the building that presently houses the Economic Development Offices. Council deemed it unwise to take any action regarding the sell or lease of that building at this time.

Regional Landfill:

Mr. Orr read the attached letter in which Anderson County states they are unilaterally opposed to any action as suggested in the April 30, 1999 letter to Anderson & Pickens Counties that Oconee County intends to submit a request for a draft permit in accordance with Section V of the Intergovernmental Agreement. (See attachments)

Strategic Meeting:

Mr. Hall expressed his desire for Council to have a strategic planning meeting in the near future.

Video Poker Resolution:

Mr. Timms requested that Council review the attached resolution regarding video poker in South Carolina and Oconee County.

Rural Fire:

Mr. Hall made a motion, seconded by Mr. Timms, approved 4 – 0 that an addendum to insure that the two fire trucks that are presently out for bid meet all the ISO specifications as delineated in the study recently presented to Council be forwarded to all prospective bidders.

COG Appointment:

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 4 – 0 that Ms. Vicki Allen be appointed to replace the late Charles Reid on the COG Board.

Planning Commission Appointment:

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 4 – 0 that Mr. Horace McGee be appointed as the at large member of the Planning Commission.

AD HOC Committee:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that an AD HOC Committee be appointed to study the feasibility of a County Wide Recreation Department with one member being appointed from each district.

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that Mr. Mike Lemons be appointed to represent District I.

Health Department:

Mrs. Lombard, Finance Director, informed Council that Mr. Robert Craig, District Administrator, Oconee County Health Department had requested that the interest on the \$300,000 grant from the state toward the construction of a new Seneca Health Clinic be credited to their account and they receive this interest retroactive; this is a total of \$15,807. However, it was the opinion of the county attorney that the county could appropriate additional funds for the clinic, but Council could not give this interest to the Health Department. Therefore, no action was taken regarding this request. (See attachment)

Floyd Family:

Mr. Timms made a motion, seconded by Mr. Hall, approved 4 – 0 that the Council extend their sympathy to the family of the late William Floyd. Mr. Floyd was a Council Member from Anderson County.

Reid Family:

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 4 – 0 that Council also extend their sympathy to the family of the late Charles Reid. Mr. Reid was the minority representative of the SC Appalachian Council of Governments Board.

Long Creek Manned Site:

Mr. Caimo informed Council the Long Creek manned convenience center should be completed by January, 2000.

Budget Meetings:

Mr. Hall announced the following meetings:

Budget & Finance Committee Meeting	May 19, 1999 – 4:00 PM
Newry Committee Meeting	May 20, 1999 – 7:00 PM
Budget Appeals	May 24, 1999 – 10:00 AM
Second Reading of Budget	May 25, 1999 – 5:15 PM
Public Hearing on Proposed Budget	June 15, 1999 – 3:00 PM

Plan Meet:

Mr. Cain, County Attorney, informed Council he would like to have a meeting June 10, 1999 at 10:00 AM in Council Chambers with Bond Counsel in attendance for the purpose of discussing fee-in-lieu, Newry and the sewer issue. Mr. Cain further stated he would like for this to be a working session with lunch being catered.

Executive Session:

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 4 – 0 that Council go into executive session for the purpose of discussing a personnel matter.

Open Session:

(Personnel Matter):

When open session resumed, Mr. Hamilton made a motion, seconded by Mr. Hall, approved 4 – 0 to allow an employee who has applied for disability retirement to keep county insurance while a determination is being made regarding the disability status. This employee has worked for the county nine and one-half years.

(EMS Grant):

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 4 – 0 that the attached EMS Grant be adopted.

(Letter):

Council asked the Council Clerk, with the assistance of the County Attorney to respond to the attached letter regarding the bidding process for road paving contracts.

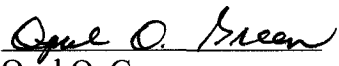
Minutes, Oconee County Council Meeting

May 18, 1999 – 3:00 PM

Adjourn:

Adjourn: 5:35 PM

Respectfully Submitted


Opal O. Green
Council Clerk



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
Phone: 864-972-3900 • Fax: 864-972-3917

May 6, 1999

Mr. Harrison Orr
Oconee County Supervisor
415 South pine Street
Walhalla, S.C. 29691

Re: 1999-2000 Sewer Commission Budget

Dear Mr. Orr:

Attached find a copy of the Oconee County Sewer Commission's 1999-2000 budget for your review. This budget was approved by the Sewer Commission at the May 3, 1999 meeting. We plan to request time on the agenda for the May 18, 1999 County Council meeting for presentation of this budget for Council approval.

Please note that:

- A) The total budget is down \$2,346,706 overall, below the 1998-99 approved budget.
- B) The purchase of the sludge dryer will be carried over to the new budget since it was not purchased this fiscal year.
- C) The Commission plans to transfer \$421,580 from Gross Revenue reserves to the revenue side of this budget.
- D) The Contingency Fund will remain at \$95,000 for 1999-2000.
- E) The increase in user fees to the cities is projected at 5.9% or \$123,110. The net result is actually a decrease in the cost per 1,000 gallons, since the total gallons treated increased by 7.5% over the prior calendar year.

The Sewer Commission requests that County Council approve the proposed 1999-2000 budget; and with this approval, allow the Sewer Commission to make adjustments to line items and transfer from Contingency within the total budget. (Tim Cain letter attached.)

Please review this information; and if you have questions or comments, please call.

Sincerely,

Howard S. Adams
Commission Chairman

HAS/lr

Mr. Harrison Orr
May 6, 1999

Attachments

Mr. Tim Hall
Mr. J. Harold Thomas
Mr. Harry Hamilton
Ms. Ann Hughes
Mr. Charles Timms
Mr. Tim Cain, County Attorney

**OCONEE COUNTY SEWER COMMISSION
1999 - 00 BUDGET**

<i>Account Code</i>	<i>Item</i>	<i>Current Year</i>	<i>Proposed Year</i>
5000	Salaries	440,921	466,195
5020	Overtime	17,000	13,000
5040	Social Security	34,121	35,600
5060	Retirement	30,614	31,877
5080	Workers' Compensation	13,854	13,854
5100	Travel & POV Mileage	280	280
5120	Seminars, Meetings, Workshop	1,200	1,200
5140	Professional Dues and Fees	805	805
5160	Training Courses & Materials	800	800
5180	Accounting Fees	2,160	2,220
5200	Audit Fees	3,840	3,840
5220	Engineering Fees	15,000	25,000
5240	Legal Fees	11,000	15,000
5280	SRLF Management Fees	4,100	4,100
5300	SCDHEC Fees	2,560	2,560
5320	SCDHEC Fines	0	
5340	Insurance, Health	46,354	52,604
5360	Insurance, Buildings	7,920	8,130
5380	Insurance, Vehicles	4,500	4,500
5400	Insurance, Liability	2,894	2,897
5420	Surety Bond	375	375
5440	Supplies, Safety Equipment	1,800	1,800
5460	Supplies, Office	4,100	3,520
5480	Office Equip. & Svc. Contracts	2,900	2,900
5500	Supplies, Janitorial	1,450	1,450
5520	Lubricants	3,000	3,000
5540	Supplies, Medical	100	100
5560	Medical, Hepatitis B Vaccine	500	500
5580	Supplies, Operations	1,000	500
5600	Laboratory, Supplies	9,500	9,500
5620	Laboratory, Equipment Calib.	700	700
5640	Laboratory, Toxicity Analysis	6,000	5,000
5660	Laboratory, Inf./Eff. Analysis	6,000	6,000
5680	Process Chemicals	44,000	45,000
5700	Uniforms	4,960	3,900
5720	Telephone	2,400	2,400
5740	Electricity	350,000	350,000

5760	Water, Plant	2,600	1,600
5780	Water, Pump Stations	1,500	1,500
5800	Fuels	9,000	9,000
5820	Printing and Publications	500	500
5840	Postage	1,500	1,500
5860	Equipment Rentals	1,000	1,000
5900	Advertising	350	350
5920	Miscellaneous	200	200
6000	Misc., UPS, Shipping, Freight	500	500
6020	Misc., Employee Physicals	500	500
6040	Misc., Christmas Dinner	575	575
6060	Misc., Christmas Gifts, Candy	750	750
6080	Sludge Disposal	210,000	210,000
6100	USGS Gaging Station	4,700	4,700
6120	Maint., Vehicles	4,000	4,000
6140	Maint., Off-Road Vehicles	10,500	7,000
6160	Maint., Buildings	3,000	3,000
6180	Maint., Grounds	1,000	1,000
6200	Maint., Pump Stations	33,500	33,500
6220	Maint., Treatment Plant	15,000	15,000
6240	Maint., Outside Contracts	6,000	5,000
6260	Maint., Tools Purchased	2,000	2,000
6280	Maint., Trunk Lines	5,000	6,000
6320	Capital Expenditures	15,100	16,000
6340	Capital Expend., Vehicles	19,500	20,000
6360	Cap. Exp., Safety Equipment	3,000	3,000
	School Dist. Expenditures	32,856	33,878
	Pretreatment Expenditures	80,670	83,185

O & M TOTAL	1,543,509	1,586,345
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SCHOOL DISTRICT PACKAGE PLANTS - BREAKDOWN

4220	School Dist., Salaries	20,127	21,270
4240	School Dist., FICA	1,540	1,628
4260	School Dist., Retirement	1,379	1,457
4280	School Dist., Workers' Comp	500	434
4300	School Dist., Insurance	1,707	1,717
4320	School Dist., Materials	3,600	3,600
4340	School Dist., Uniforms	403	172
4360	School Dist., Travel	3,600	3,600
4380	School Dist., Miscellaneous	0	0

TOTAL	32,856	33,878
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INDUSTRIAL PRETREATMENT PROGRAM - BREAKDOWN

4520	Pretreatment, Salaries	37,719	39,986
4540	Pretreatment, FICA	2,889	3,060
4560	Pretreatment, Retirement	2,585	2,739
4580	Pretreatment, Workers' Comp	800	800
4600	Pretreatment, Insurance	2,977	2,900
4620	Pretreatment, Materials	500	500
4640	Pretreatment, Laboratory	30,000	30,000
4660	Pretreatment, Travel	2,000	2,000
4680	Pretreatment, Miscellaneous	1,200	1,200
TOTAL		80,670	83,185
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1340	Contingent Fund	54,000	95,000
1400	Bond Payment	0	0
1480	SRLF Loan Payment	731,937	731,936
1500	Depreciation Fund	431,591	431,591
TOTAL		1,163,528	1,163,527
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6380	SC Vocational Rehab Project	90,604	0
6380	Col Fork & Miller Branch Proj		50,000
6380	Greenfield Project	78,000	0
6380	Martins Creek	100,000	100,000
6290	Plant Electrical Repair	176,000	0
88 Bonds Payoff Total (see Exhibit "A")		2,135,937	0
6380	Sludge Dryer	1,500,000	1,500,000
TOTAL		4,080,541	1,650,000
GRAND TOTAL		6,841,578	4,494,872
PROJECTED REVENUE SOURCES			
A.	Sewer Usage Fees	2,074,066	2,197,176
B.	Septic Tank Services	57,000	43,500
C.	Interest Income	74,000	65,553
D.	Industrial Pretreatment	80,670	83,185
E.	School Package Plants	32,856	33,878
F.	Transfer from Gross Revenue	383,273	421,580
G.	Transfer from Depreciation	1,502,604	1,100,000
H.	Transfer from Expansion Fund	500,000	550,000
I.	Timber Sale	0	0
J.	Fuel Tax Rebate	1,172	0
88 Bonds Payoff Total (see Exhibit "A")		\$1,712,974	0
	Credit from Debt Reserve	\$422,963	
REVENUE TOTAL		6,841,578	4,494,872
VARIANCE		0	0

FEDDER & CAIN

APR 13 1994

ATTORNEYS AT LAW

339 Bypass 123, P.O. Box 698
Seneca, South Carolina 29679
(803) 882-6608
Facsimile (803) 882-7182

TIMOTHY M. CAIN, P.A.

W. J. FEDDER (OF COUNSEL)

April 12, 1994

Mr. Robert C. Winchester
Oconee County Sewer Commission
623 Return Church Road
Seneca, South Carolina 29678

Re: Request For Opinion

Dear Bob:

This letter is in response to your request for a written opinion concerning whether or not the Sewer Commission is authorized to make reappropriations between line items in order to keep line items from exceeding their allocated amounts.

Your attention is invited to Oconee County Ordinance No. 78-2, which provides for the creation of the Oconee County Sewer Commission. Section 5(b) of this Ordinance states that "the Commission shall be charged with the responsibility of operating the facilities of the Oconee County Wastewater Treatment Program." This section goes on to state that "the Commission shall prepare or cause to be prepared, annually, a budget for the operation of the facilities and of the program, and shall provide Oconee County Council and each of the major users with a copy of such proposed budget in compliance with the contract entered into between the County and the three municipal major users. The Commission will hire the necessary personnel to operate the system, PROVIDED, HOWEVER, all acts of the Commission contractually binding on Oconee County and involving the expenditure of funds and the hiring of personnel shall be subject to review and approval by Oconee County Council.

Enclosed please find a copy of the relevant portions of the Minutes of the October 5, 1993 Meeting of the Oconee County Council which indicates that the Oconee County Council, by a vote of four to one approved the request of the Sewer Commission that the Commission be given authorization to transfer money from the contingency fund within the Sewer Commission Budget when needed and that the Commission be given the authorization to make reappropriations between line items in order to keep line items from exceeding their allocated amounts.

Mr. Robert C. Winchester
April 12, 1994
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In this regard, inasmuch as the County Council has reviewed and approved the request, I have no objection to the Commission making reappropriations between line items in order to keep line items from exceeding their allocated amounts. However, any changes in the budget must be sent to the Oconee County Council and should also be sent to the Municipalities.

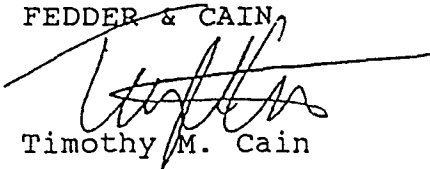
The approval by Council may only apply to the particular budget year in question, which I understand is fiscal year 1993-1994, therefore authorization for such transfer would only extend to that particular budget.

I trust this information sufficiently addresses your inquiry, however if additional information is needed, please do not hesitate to call upon me.

Thanking you for your attention to these matters, I remain,

Sincerely,

FEDDER & CAIN,



Timothy M. Cain

TMC/trl

cc: Mr. Howard Adams
Mr. Norman D. Crain

State of South Carolina

County of Oconee

Resolution 99-9

WHEREAS, the Newry Mill Village neighborhood is suffering from severely deteriorated and undersized water and sewer lines, which are currently creating health and environmental problems for its residents; and

WHEREAS, an opportunity exists for Oconee County to aid the Newry Mill Village neighborhood by applying for a Community Investment Grant from the SC Department of Commerce, Division of Community Grant Programs; and

WHEREAS, the Community Investment Grant would be used to replace and upgrade the water lines, sewer lines, pump station and force main that serve the Newry Mill Village neighborhood, and connect the Mill Village to public water and sewer service, which will serve the low income residents in the neighborhood; and

WHEREAS, Oconee County must commit to a ten percent (10%) match of \$50,000 in order to receive a \$500,000 Community Investment Grant.

NOW THEREFORE, BE IT RESOLVED THAT Oconee County does hereby commit to the ten percent (10%) match of \$50,000 for the payment of engineering fees associated with the project, if the Community Investment Grant is awarded to Oconee County.

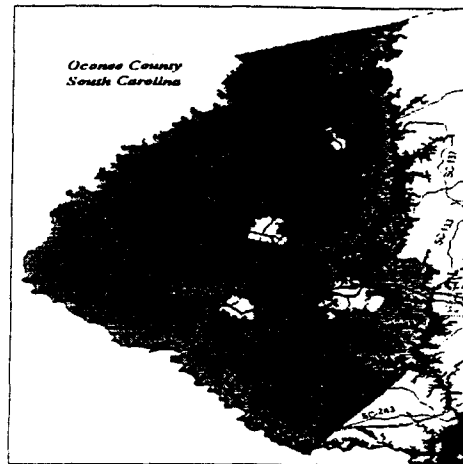
RATIFIED & ADOPTED of first and final reading this 18th day of May, 1999
by a vote of: _____:YES _____:NO

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

Oconee County Engineering
"Designing a Better Tomorrow"



Memorandum

TO: Harrison Orr, County Council, Opal Green, Jack Hirst, Hoyt Orr
FROM: Jon
DATE: May 7, 1999
RE: Manned Convenience Center #11 (Long Creek)

We have completed the site design for the Manned Convenience Center #11. To utilize this site for a manned convenience center, we will have to remove approximately 16,000 cubic yards of soil. This is over 1000 truck loads of soil that would be hauled to the nearest disposal area probably on private land. I estimate this will result in an internal cost of approximately \$25,000 if performed by the roads department. Using a private hauler will cost \$120,000. This work will take at least 6 weeks to complete.

I am asking for County Councils approval to begin this project prior to moving forward. This project will be on hold until I receive approval.



March 4, 1999

RECEIVED

MAR 8 - 1999

OCONEE COUNTY
PURCHASING DEPT.

Ms. Anne Albertson
Oconee County
415 South Pine Street
Walhalla, SC 29691

Dear Anne,

Thank you for the opportunity to offer you a quotation on your Airport Insurance. I have enclosed our quotation for your review.

Primary Limits of Liability:

Airport Operations Hazard	\$1,000,000.00 each occurrence
Products and Completed Operations Hazard: interest	\$1,000,000.00 each occurrence/annual aggregate – operational interest
Independent Contractor Hazard:	\$1,000,000.00 each occurrence – operational interest
Contractual Hazard - Blanket:	\$1,000,000.00 each occurrence
Non-Owned Aircraft Hazard:	\$1,000,000.00 each occurrence
Host Liquor Liability:	\$1,000,000.00 each occurrence
Ground Hangarkeepers Legal Liability: (\$1,000.00 deductible)	\$1,000,000.00 any one aircraft/\$1,000,000.00 any one occurrence (operational interest)
Personal Injury Liability:	\$1,000,000.00 any one offense/annual aggregate
Advertising Injury Liability:	\$1,000,000.00 any one offense/annual aggregate
Total Annual Premium:	<u>\$2975.00</u>

Carrier: Old Republic Insurance Company

Note: We strongly recommend that you keep the State Insurance Reserve Fund Insurance policy. It contains many coverages that are not provided by this policy and may be your sole source of coverage.

It is warranted that there are lease agreements with the Commercial Operators on the field and that Oconee County is named as an Additional Insured under the commercial operator's policies. The presence of skydivers on the premises presents many problems and gaps for the County which I will be happy to discuss with you separately.

This policy does not cover Employment Practices Liability, Fire and Extended coverages to Hangars, Terminal and office space, or cargo facilities. It also does not cover spares, tools, contents, or rotables, nor does it cover time element risks (extra expense, loss of rents, etc.), theft, automobiles and aviation related auto, mobile equipment, pollution liability and asbestos removal, or other affiliated property and casualty exposures.

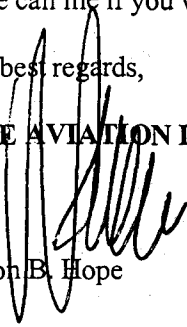
Oconee County
March 4, 1999

Page 2

Please call me if you wish to discuss this proposal further, or would like to bind coverage.

With best regards,

HOPE AVIATION INSURANCE, INC.


Marion B. Hope

Bidders	Approx tons overlay	H R Garrett Inc	Hubbard Paving & Grading Inc	Sloan Construction Co Inc /Tugalo Region	Thrift Dev Corp	Vulcan Const Materials LP	F & R Asphalt Inc	Others Inc
Overlay								
Overlay per ton	15,500	no bid	29.98 464,690.00	41.00 635,500.00	29.69 460,195.00	37.84 586,520.00	29.69 460,195.00	No Bid
Remove, dispose & replace w/patch material per ton up to 4"	8,000	no bid	59.49 475,920.00	53.00 424,000.00	59.75 478,000.00	62.64 501,120.00	59.75 478,000.00	
Additional remove, disposal & replace w/crushed stone per ton over 4"	17,000	no bid	no charge no charge	17.00 289,000.00	3.50 59,500.00	8.00 136,000.00	3.50 59,500.00	
Grand Total Overlay			940,610.00	1,348,500.00	997,695.00	1,223,640.00	997,695.00	
New Construction - Lump Sum								
Duncan Ward Rd		95,847.85	131,588.70	93,125.00	94,337.00	no bid		
Waterfalls Rd		82,985.35	95,187.55	85,063.00	81,287.00	no bid		
Camp Chatuga Rd		66,943.50	135,442.05	78,496.00	63,810.00	no bid		
Heritage Farm Rd		50,975.40	82,681.90	65,125.00	69,248.00	no bid		
Colony Ln		63,842.25	110,524.57	71,740.00	70,645.00	no bid		
Keil Farm Rd		67,215.00	92,526.40	80,283.00	74,950.00	no bid		
Lecroy Park Rd		64,322.25	90,646.40	64,907.00	66,035.00	no bid		
Blue Ridge Riding Club		101,663.15	148,128.55	126,399.00	124,598.00	no bid		
Keowee Trl		91,403.75	127,239.40	104,898.00	105,435.00	no bid		
Old Hurricane Rd Horseshoe Bend End		97,474.67	106,603.20	87,415.00	86,937.00	no bid		
Old Hurricane Rd Welcome Church End		97,474.67	106,546.35	87,415.00	86,937.00	no bid		
Driver Hill Rd		59,249.00	80,647.40	62,912.00	62,300.00	no bid		
Ruby Dr		129,244.15	185,923.20	167,256.00	155,443.00	no bid		
Boomerange Trl		55,216.90	125,415.35	52,383.00	52,058.00	no bid		
Tammerick Trl		54,023.50	92,732.08	46,611.00	50,440.00	no bid		
Fendley Rd		117,654.10	168,074.75	144,036.00	139,252.00	no bid		
Martin Lake Rd		64,358.25	80,049.00	61,448.00	61,795.00	no bid		
Wetoda Rd		55,024.75	99,275.40	61,713.00	66,415.00	no bid		
Reconstruction								
Coneross Pointe Rd - L.S.		41,370.00	86,105.00	72,021.00	75,955.00	no bid		
Alt #1 Coneross Pte - L.S. - Deduct		(2,000.00)		no bid	(8,800.00)	no bid		
Grand Total Construction		1,454,288.49	2,145,337.25	1,613,246.00	1,579,077.00			
Rip Rap - haul and place per ton		20.00	25.00	19.00	30.00			
Shot Rock - haul and place per ton		25.00	30.00	32.00	30.00			
Fence per linear foot		2.50	5.50	6.00	2.25			
Culvert Pipe - haul & install per l/f								
12"		2.00	12.00	9.00	9.00			
15"		3.00	15.00	9.00	12.00			
18"		5.00	16.00	11.00	15.00			
24"		6.00	20.00	13.00	20.00			
30"		6.50	25.00	17.00	25.00			
36"		7.00	34.00	21.00	30.00			
48"		7.50	50.00	32.00	38.00			
60"		10.00	75.00	37.00	50.00			
Addendum 1		yes	yes	yes	yes	yes	yes	
Addendum 2		yes	yes	yes	yes	yes	yes	
Addendum 3		yes	yes	yes	yes	yes	yes	
Bid Bond		yes	yes	yes	yes	yes	yes	

Attended Bid Opening: Marianne Dillard, Ann Albertson, Hoyt Orr, Frank Nicholson, Gary Thrift, Scott Reeves, Phillip Crocker, Algin Hubbard, Willie Adams, Larry Martin, Charles Gantt

BID NO. 98-27(Use this number on envelopes and
all related correspondence.)**BID FORM**
OCONEE COUNTY PURCHASING DEPARTMENT
415 SOUTH PINE STREET, WALHALLA, SC 29691The H.R. GARRETT, INC.submits herewith out Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for Road Paving 1999.Overlay of Road - Leveling Course \$ _____ per ton
(if applicable) and Asphalt Overlay. (est. 15,500 T.)Remove, dispose asphalt/subgrade & \$ _____ per ton
replace with 4" approved patch material. (est. 8,000 T.)Additional removal, disposal & replacement \$ _____ per ton
of subgrade with crushed stone.

New Construction: Duncan Ward Rd.	\$	<u>95,847.85</u>	(L.S.)
Waterfalls Rd.	\$	<u>82,985.35</u>	(L.S.)
Camp Chatuga Rd.	\$	<u>66,943.50</u>	(L.S.)
Heritage Farm Rd.	\$	<u>50,975.40</u>	(L.S.)
Colony Ln.	\$	<u>63,842.25</u>	(L.S.)
Keil Farm Rd.	\$	<u>67,215.00</u>	(L.S.)
Lecroy Park Rd.	\$	<u>64,322.25</u>	(L.S.)
Blue Ridge Riding Club	\$	<u>101,663.15</u>	(L.S.)
Keowee Trl.	\$	<u>91,403.75</u>	(L.S.)
Old Hurricane Rd. (Horseshoe Bend End)	\$	<u>97,474.67</u>	(L.S.)
Old Hurricane Rd. (Welcome Church End)	\$	<u>97,474.67</u>	(L.S.)
Driver Hill Rd.	\$	<u>59,249.00</u>	(L.S.)
Ruby Dr.	\$	<u>129,244.15</u>	(L.S.)
Boomerange Trl.	\$	<u>55,216.90</u>	(L.S.)
Tammerick Trl.	\$	<u>54,023.50</u>	(L.S.)
Fendley Rd.	\$	<u>117,654.10</u>	(L.S.)
Martin Lake Rd.	\$	<u>64,358.25</u>	(L.S.)
Wetoda Rd.	\$	<u>55,024.75</u>	(L.S.)

Reconstruction: Coneross Pointe Rd. \$ 44,370.00 (L.S.)

Alternate #1

Plow up and turn under old asphalt into base (Coneross Pte.) DEDUCT \$ 2,000.00 (L.S.)

UNIT PRICES

Please supply the following unit prices to include materials and labor above and beyond what is shown on the drawings, as additive to project quantities and (as to be deducted from project quantities) in the event conditions change:

Rip Rap - haul and place	\$ <u>20.00</u> per ton
Shot Rock - haul and place	\$ <u>25.00</u> per ton
Fence (4 strand, barbed wire, metal post)	\$ <u>2.50</u> per linear foot
Culvert Pipe - haul and install	
12"	<u>2.00</u> per linear foot
15"	<u>3.00</u> per linear foot
18"	<u>5.00</u> per linear foot
24"	<u>6.00</u> per linear foot
30"	<u>6.50</u> per linear foot
36"	<u>7.00</u> per linear foot
48"	<u>7.50</u> per linear foot
60"	<u>10.00</u> per linear foot

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: <u>1</u>	Dated: <u>4-15-99</u>
Addendum No: <u>2</u>	Dated: <u>4-19-99</u>
Addendum No: <u>3</u>	Dated: <u>4-22-99</u>
Addendum No: _____	Dated: _____

OFFICIAL COMPANY ADDRESS

H.R. GARRETT, INC.
P.O. Box 606
GRAY COURT, SC 29645

SIGNATURE Naomi Garrett
TITLE President
DATE April 29, 1999

Corporate Seal
(if applicable)

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation or information on Bid Supplemental Form attached hereto.

Delivery Date: 4-29-99

Bidding Organization: H.R. GARRETT, INC

Mailing Address: P.O. Box 606, Gray Court, SC 29645

Signature of Bidders Representative: Naomi Garrett

Title: President Date: 4-29-99

Telephone: 864-876-2262

Fax: 864-876-9598

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

415 SOUTH PINE STREET

WALHALLA, SOUTH CAROLINA 29691

DATE: 4-29-99 BID NO. 98-27

The H.R. GARRETT, INC. takes the following exceptions.
(Bidder)

SIGNATURE: Naomi Gust

Revised 4-15-99

BID NO. 98-27

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 SOUTH PINE STREET, WALHALLA, SC 29691**

The President of Hubbard Paving & Grading, Inc. submits herewith out Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving 1999.

Overlay of Road – Leveling Course \$ 29.98 per ton
(if applicable) and Asphalt Overlay. (est. 15,500 T.)

Remove, dispose asphalt/subgrade & \$ 59.49 per ton
replace with 4" approved patch material. (est. 8,000 T.)

Additional removal, disposal & replacement \$ No Charge per ton
of subgrade with crushed stone.

New Construction: Duncan Ward Rd.	\$ <u>131,588.70</u>	(L.S.)
Waterfalls Rd.	\$ <u>95,187.55</u>	(L.S.)
Camp Chatuga Rd.	\$ <u>135,442.05</u>	(L.S.)
Heritage Farm Rd.	\$ <u>82,681.90</u>	(L.S.)
Colony Ln.	\$ <u>110,524.57</u>	(L.S.)
Keil Farm Rd.	\$ <u>92,526.40</u>	(L.S.)
Lecroy Park Rd.	\$ <u>90,646.40</u>	(L.S.)
Blue Ridge Riding Club	\$ <u>148,128.55</u>	(L.S.)
Keowee Trl.	\$ <u>127,239.40</u>	(L.S.)
Old Hurricane Rd. (Horseshoe Bend End)	\$ <u>106,603.20</u>	(L.S.)
Old Hurricane Rd. (Welcome Church End)	\$ <u>106,546.35</u>	(L.S.)
Driver Hill Rd.	\$ <u>80,647.40</u>	(L.S.)
Ruby Dr.	\$ <u>185,923.20</u>	(L.S.)
Boomerange Trl.	\$ <u>125,415.35</u>	(L.S.)
Tammerick Trl.	\$ <u>92,732.08</u>	(L.S.)
Fendley Rd.	\$ <u>168,074.75</u>	(L.S.)
Martin Lake Rd.	\$ <u>80,049.00</u>	(L.S.)
Wetoda Rd.	\$ <u>99,275.40</u>	(L.S.)

Reconstruction: Coneross Pointe Rd. \$ 86,105.00 (L.S.)

Alternate #1

Plow up and turn under old asphalt into base (Coneross Ptc.) DEDUCT \$ 0 (L.S.)

UNIT PRICES

Please supply the following unit prices to include materials and labor above and beyond what is shown on the drawings, as additive to project quantities and (as to be deducted from project quantities) in the event conditions change:

Rip Rap - haul and place	\$ <u>25.00</u> per ton
Shot Rock - haul and place	\$ <u>30.00</u> per ton
Fence (4 strand, barbed wire, metal post)	\$ <u>5.50</u> per linear foot
Culvert Pipe - haul and install	
12"	<u>12.00</u> per linear foot
15"	<u>15.00</u> per linear foot
18"	<u>16.00</u> per linear foot
24"	<u>20.00</u> per linear foot
30"	<u>25.00</u> per linear foot
36"	<u>34.00</u> per linear foot
48"	<u>50.00</u> per linear foot
60"	<u>75.00</u> per linear foot

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: <u>1</u>	Dated: <u>4-15-99</u>
Addendum No: <u>2</u>	Dated: <u>4-19-99</u>
Addendum No: <u>3</u>	Dated: <u>4-22-99</u>
Addendum No: _____	Dated: _____

OFFICIAL COMPANY ADDRESS

Hubbard Paving & Grading, Inc.
5600 N. Highway 11
Walhalla, SC 29691

SIGNATURE *Algin Hubbard*
TITLE President
DATE 4/28/99

Corporate Seal
(if applicable)

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

415 SOUTH PINE STREET

WALHALLA, SOUTH CAROLINA 29691

DATE: April 28, 1999 BID NO. 98-27

The President of Hubbard Paving & Grading, Inc. takes the following exceptions.
(Bidder)

Dirt work to be done by H & H Grading, Inc, -Joe Ben Hunter
License #G12360

And

Hutch-N-Son Construction, Inc.-Danny Hutchinson
License #G11827

All materials for asphalt will come from Oconee County Rock
Crusher.

SIGNATURE: _____

Alvin Hubbard

BID NO. 98-27

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 SOUTH PINE STREET, WALHALLA, SC 29691**

The SLOAN CONSTRUCTION CO., INC. / TUGALO REGION

submits herewith out Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving 1999.

Overlay of Road – Leveling Course (if applicable) and Asphalt Overlay. (est. 15,500 T.) \$ 41.00 per ton

Remove, dispose asphalt/subgrade & replace with 4" approved patch material. (est. 8,000 T.) \$ 53.00 per ton

Additional removal, disposal & replacement of subgrade with crushed stone. \$ 17.00 per ton

New Construction: Duncan Ward Rd.	\$ <u>93,125.00</u>	(L.S.)
Waterfalls Rd.	\$ <u>85,063.00</u>	(L.S.)
Camp Chatuga Rd.	\$ <u>78,496.00</u>	(L.S.)
Heritage Farm Rd.	\$ <u>65,125.00</u>	(L.S.)
Colony Ln.	\$ <u>71,740.00</u>	(L.S.)
Keil Farm Rd.	\$ <u>80,283.00</u>	(L.S.)
Lecroy Park Rd.	\$ <u>64,907.00</u>	(L.S.)
Blue Ridge Riding Club	\$ <u>126,399.00</u>	(L.S.)
Keowee Trl.	\$ <u>104,898.00</u>	(L.S.)
Old Hurricane Rd. (Horseshoe Bend End)	\$ <u>87,415.00</u>	(L.S.)
Old Hurricane Rd. (Welcome Church End)	\$ <u>87,415.00</u>	(L.S.)
Driver Hill Rd.	\$ <u>62,912.00</u>	(L.S.)
Ruby Dr.	\$ <u>167,256.00</u>	(L.S.)
Boomerange Trl.	\$ <u>52,383.00</u>	(L.S.)
Tammerick Trl.	\$ <u>46,611.00</u>	(L.S.)
Fendley Rd.	\$ <u>144,036.00</u>	(L.S.)
Martin Lake Rd.	\$ <u>61,448.00</u>	(L.S.)
Wetoda Rd.	\$ <u>61,713.00</u>	(L.S.)

Reconstruction: Coneross Pointe Rd. \$ 72,021.00 (L.S.)

Alternate #1

Flow up and turn under old asphalt into base (Concross Pte.)

DEDUCT \$ NO BID (L.S.)

UNIT PRICES

Please supply the following unit prices to include materials and labor above and beyond what is shown on the drawings, as additive to project quantities and (as to be deducted from project quantities) in the event conditions change:

Rip Rap - haul and place	\$ <u>19.00</u>	per ton
Shot Rock - haul and place	\$ <u>32.00</u>	per ton
Fence (4 strand, barbed wire, metal post)	\$ <u>6.00</u>	per linear foot
Culvert Pipe - haul and install		
12"	<u>9.00</u>	per linear foot
15"	<u>9.00</u>	per linear foot
18"	<u>11.00</u>	per linear foot
24"	<u>13.00</u>	per linear foot
30"	<u>17.00</u>	per linear foot
36"	<u>21.00</u>	per linear foot
48"	<u>32.00</u>	per linear foot
60"	<u>37.00</u>	per linear foot

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: 1

Dated: 4-15-99

Addendum No: 2

Dated: 4-15-99

Addendum No: 3

Dated: 4-22-99

Addendum No: _____

Dated: _____

OFFICIAL COMPANY ADDRESS

SHAW CONST. CO. INC / TULHO REGION
769 PRATHER BRIDGE RD
TUCCA GA 30577

SIGNATURE



TITLE

REGIONAL MANAGER

DATE

4-29-99

Corporate Seal
(if applicable)

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

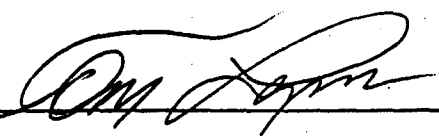
415 SOUTH PINE STREET

WALHALLA, SOUTH CAROLINA 29691

DATE: 4/29/99 BID NO. 98-27

The S/DAN CONST. CO., INC. / Tugaloo Region takes the following exceptions.
(Bidder)

- NONE -

SIGNATURE:  4-29-99


Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation or information on Bid Supplemental Form attached hereto.

Delivery Date: PER CONTRACT

Bidding Organization: TUGALO REGION / SLOAN CONST. CO., INC.

Mailing Address: P.O. BOX 968, TOCCOA, GA 30577

Signature of Bidders Representative: 

Title: TOM LOGUE
REGIONAL MANAGER Date: 4-25-98

Telephone: 706-886-3164

Fax: 706-886-5633

BID NO. 98-27(Use this number on envelopes and
all related correspondence.)**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 SOUTH PINE STREET, WALHALLA, SC 29691**The Thrift Development Corporation

submits herewith out Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving 1999.

Overlay of Road – Leveling Course (if applicable) and Asphalt Overlay. (est. 15,500 T.)	\$	<u>29.69</u>	per ton
Remove, dispose asphalt/subgrade & replace with 4" approved patch material. (est. 8,000 T.)	\$	<u>59.75</u>	per ton
Additional removal, disposal & replacement of subgrade with crushed stone.	\$	<u>3.50</u>	per ton
New Construction: Duncan Ward Rd.	\$	<u>94,337.00</u>	(L.S.)
Waterfalls Rd.	\$	<u>81,287.00</u>	(L.S.)
Camp Chatuga Rd.	\$	<u>63,810.00</u>	(L.S.)
Heritage Farm Rd.	\$	<u>69,248.00</u>	(L.S.)
Colony Ln.	\$	<u>70,645.00</u>	(L.S.)
Keil Farm Rd.	\$	<u>74,950.00</u>	(L.S.)
Lecroy Park Rd.	\$	<u>66,035.00</u>	(L.S.)
Blue Ridge Riding Club	\$	<u>124,598.00</u>	(L.S.)
Keowee Trl.	\$	<u>105,435.00</u>	(L.S.)
Old Hurricane Rd. (Horseshoe Bend End)	\$	<u>86,937.00</u>	(L.S.)
Old Hurricane Rd. (Welcome Church End)	\$	<u>86,937.00</u>	(L.S.)
Driver Hill Rd.	\$	<u>62,300.00</u>	(L.S.)
Ruby Dr.	\$	<u>155,443.00</u>	(L.S.)
Boomerange Trl.	\$	<u>52,058.00</u>	(L.S.)
Tammerick Trl.	\$	<u>50,440.00</u>	(L.S.)
Fendley Rd.	\$	<u>139,252.00</u>	(L.S.)
Martin Lake Rd.	\$	<u>61,795.00</u>	(L.S.)
Wetoda Rd.	\$	<u>66,415.00</u>	(L.S.)
Reconstruction: Coneross Pointe Rd.	\$	<u>75,955.00</u>	(L.S.)

Alternate #1

Plow up and turn under old asphalt into base (Coneross Pte.) DEDUCT \$ 8,800.00 (L.S.)

UNIT PRICES

Please supply the following unit prices to include materials and labor above and beyond what is shown on the drawings, as additive to project quantities and (as to be deducted from project quantities) in the event conditions change:

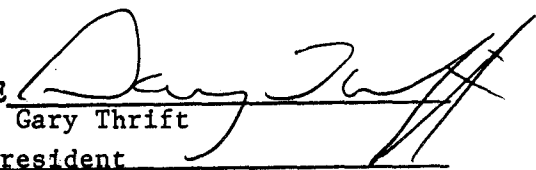
Rip Rap - haul and place	\$ <u>30.00</u>	per ton
Shot Rock - haul and place	\$ <u>30.00</u>	per ton
Fence (4 strand, barbed wire, metal post)	\$ <u>2.25</u>	per linear foot
Culvert Pipe - haul and install		
12"	<u>9.00</u>	per linear foot
15"	<u>12.00</u>	per linear foot
18"	<u>15.00</u>	per linear foot
24"	<u>20.00</u>	per linear foot
30"	<u>25.00</u>	per linear foot
36"	<u>30.00</u>	per linear foot
48"	<u>38.00</u>	per linear foot
60"	<u>50.00</u>	per linear foot

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: <u>1</u>	Dated: <u>4-15-99</u>
Addendum No: <u>2</u>	Dated: <u>4-19-99</u>
Addendum No: <u>3</u>	Dated: <u>4-22-99</u>
Addendum No: _____	Dated: _____

OFFICIAL COMPANY ADDRESS

Thrift Development Corporation
PO Box 2125
Seneca, SC 29679-2125

SIGNATURE 
 TITLE President
 DATE April 29, 1999

Corporate Seal
(if applicable)

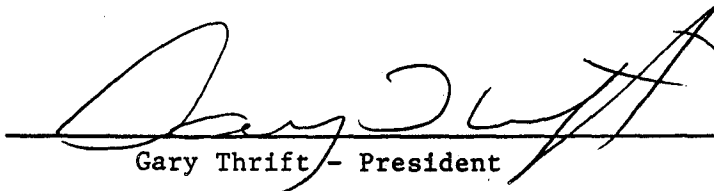
BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 SOUTH PINE STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: April 29, 1999 BID NO. 98-27

The Thrift Development Corporation takes the following exceptions.
(Bidder)

NONE

SIGNATURE: _____


Gary Thrift - President

BID NO. 98-27(Use this number on envelopes and
all related correspondence.)**BID FORM**
OCONEE COUNTY PURCHASING DEPARTMENT
415 SOUTH PINE STREET, WALHALLA, SC 29691

The Uulcan Construction Materials, L.P.
submits herewith out Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for Road Paving 1999.

Overlay of Road – Leveling Course
(if applicable) and Asphalt Overlay. (est. 15,500 T.) \$ 37⁶⁴ per ton

Remove, dispose asphalt/subgrade &
replace with 4" approved patch material. (est. 8,000 T.) \$ 62⁶⁴ per ton

Additional removal, disposal & replacement
of subgrade with crushed stone. \$ 8⁰⁰ per ton

New Construction: Duncan Ward Rd.	\$ <u>No Bid</u>	(L.S.)
Waterfalls Rd.	\$ <u>No Bid</u>	(L.S.)
Camp Chatuga Rd.	\$ <u>No Bid</u>	(L.S.)
Heritage Farm Rd.	\$ <u>No Bid</u>	(L.S.)
Colony Ln.	\$ <u>No Bid</u>	(L.S.)
Keil Farm Rd.	\$ <u>No Bid</u>	(L.S.)
Lecroy Park Rd.	\$ <u>No Bid</u>	(L.S.)
Blue Ridge Riding Club	\$ <u>No Bid</u>	(L.S.)
Keowee Trl.	\$ <u>No Bid</u>	(L.S.)
Old Hurricane Rd. (Horseshoe Bend End)	\$ <u>No Bid</u>	(L.S.)
Old Hurricane Rd. (Welcome Church End)	\$ <u>No Bid</u>	(L.S.)
Driver Hill Rd.	\$ <u>No Bid</u>	(L.S.)
Ruby Dr.	\$ <u>No Bid</u>	(L.S.)
Boomerange Trl.	\$ <u>No Bid</u>	(L.S.)
Tammerick Trl.	\$ <u>No Bid</u>	(L.S.)
Fendley Rd.	\$ <u>No Bid</u>	(L.S.)
Martin Lake Rd.	\$ <u>No Bid</u>	(L.S.)
Wetoda Rd.	\$ <u>No Bid</u>	(L.S.)

Reconstruction: Coneross Pointe Rd. \$ No Bid (L.S.)

Alternate #1

Plow up and turn under old asphalt into base (Coneross Pte.) DEDUCT \$ No Bid (L.S.)

UNIT PRICES

Please supply the following unit prices to include materials and labor above and beyond what is shown on the drawings, as additive to project quantities and (as to be deducted from project quantities) in the event conditions change:


Rip Rap - haul and place	\$ <u>No Bid</u> per ton
Shot Rock - haul and place	\$ <u>No Bid</u> per ton
Fence (4 strand, barbed wire, metal post)	\$ <u>No Bid</u> per linear foot
Culvert Pipe - haul and install	
12"	<u>No Bid</u> per linear foot
15"	<u>No Bid</u> per linear foot
18"	<u>No Bid</u> per linear foot
24"	<u>No Bid</u> per linear foot
30"	<u>No Bid</u> per linear foot
36"	<u>No Bid</u> per linear foot
48"	<u>No Bid</u> per linear foot
60"	<u>No Bid</u> per linear foot

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: <u>1</u>	Dated: <u>4-15-99</u>
Addendum No: <u>2</u>	Dated: <u>4-19-99</u>
Addendum No: <u>3</u>	Dated: <u>4-22-99</u>
Addendum No: _____	Dated: _____

OFFICIAL COMPANY ADDRESS

Vulcan Construction Materials, LP
PO Box 1597
Anderson, S.C. 29622

SIGNATURE 
 THOMAS M SPROULE
TITLE SR CONSTRUCTION ENGINEER
DATE 29 April 1999

Corporate Seal
(if applicable)

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation or information on Bid Supplemental Form attached hereto.

Delivery Date: AS SPECIFIED BY THE CONTRACT

Bidding Organization: UULCAN CONSTRUCTION MATERIALS, LP

Mailing Address: PO BOX 1597, ANDERSON, SC, 29622

Signature of Bidders Representative: 

Title: SR CONSTRUCTION ENGINEER Date: April 29, 1999

Telephone: (864) 224-3574

Fax: (864) 224-7237

BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 SOUTH PINE STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: April 29, 1999 BID NO. 98-27

The Uulcan Construction Materials, LP takes the following exceptions.
(Bidder)

*SEE ATTACHED SHEET
FOR ALTERNATE QUOTATION*

SIGNATURE: *T L M S*

BID NO. 98-27

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 SOUTH PINE STREET, WALHALLA, SC 29691**

The J & K Asphalt, Inc.

submits herewith out Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving 1999.

Overlay of Road – Leveling Course (if applicable) and Asphalt Overlay. (est. 15,500 T.) \$ 29.69 per ton

Remove, dispose asphalt/subgrade & replace with 4" approved patch material. (est. 8,000 T.) \$ 59.75 per ton

Additional removal, disposal & replacement of subgrade with crushed stone. \$ 3.50 per ton

- New Construction: Duncan Ward Rd. \$ _____ (L.S.)
- Waterfalls Rd. \$ _____ (L.S.)
- Camp Chatuga Rd. \$ _____ (L.S.)
- Heritage Farm Rd. \$ _____ (L.S.)
- Colony Ln. \$ _____ (L.S.)
- Keil Farm Rd. \$ _____ (L.S.)
- Lecroy Park Rd. \$ _____ (L.S.)
- Blue Ridge Riding Club \$ _____ (L.S.)
- Keowee Trl. \$ _____ (L.S.)
- Old Hurricane Rd. (Horseshoe Bend End) \$ _____ (L.S.)
- Old Hurricane Rd. (Welcome Church End) \$ _____ (L.S.)
- Driver Hill Rd. \$ _____ (L.S.)
- Ruby Dr. \$ _____ (L.S.)
- Boomerange Trl. \$ _____ (L.S.)
- Tammerick Trl. \$ _____ (L.S.)
- Fendley Rd. \$ _____ (L.S.)
- Martin Lake Rd. \$ _____ (L.S.)
- Wetoda Rd. \$ _____ (L.S.)

Reconstruction: Coneross Pointe Rd. \$ _____ (L.S.)

May 11, 1999

Portable Rip-Rap Plant for
the Rock Quarry

Bid No. 98-31
Walhalla, SC 29691

BIDDER	Southeastern Aggregate Prod.	Interstate Equip.	Pioneer Machinery	Centric	Norx, Inc.	RR Equip.	Sand Science	The Whiting Group	
Base Bid	\$158,500.00	203,070.00	209,410.00	No Bid	No Bid	No Bid	No Bid	No Bid	
Rental Cost Per Month	\$9,800.00	10,000.00	negotiable						
Model	Simplicity	Telesmith	CEC						
Delivery	4 weeks	14-16 weeks	8-10 weeks						
Attended Bid Opening:	Marianne Dillard, Ann Albertson, Tommy Crumpton, Bob Owens, Jeffrey High								

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The SOUTHEASTERN AGGREGATE PRODUCTS, INC.
Submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for the rental of a portable rip rap plant,
with option to purchase for the Rock Quarry.

BASE BID \$ 158,500.00
S. C. Sales Tax (5%) \$
TOTAL PURCHASE PRICE \$ 158,500.00
Rental cost per month \$ 9,800.00
(number of months paid will apply toward purchase price)

Location of plant to visit HASSAL AGGREGATES GAINESVILLE, GA QUARRY
THE CLIFFS AT LAKE LEWIS VINEYARDS

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 4 WEEKS
Bidding Organization: SOUTHEASTERN AGGREGATE PRODUCTS INC.
Mailing Address: 3651 PEACHTREE PARKWAY, SUITE E-370 SUWANEE, GA 30024
Signature of Bidder's Representative: [Signature]
Print Name of Bidder's Representative: TOM PHARR
Title: PRESIDENT Date: 4-29-99
Telephone: 770-521-2005 Fax: 770-521-2006

BID NO. 98-31

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The INTERSTATE EQUIPMENT COMPANY

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for the rental of a portable rip rap plant, with option to purchase for the Rock Quarry.

BASE BID \$ 203,070.00

S. C. Sales Tax (5%) \$ N/A

TOTAL PURCHASE PRICE \$ 203,070.00

Rental cost per month \$ 10,000.00
(number of months paid will apply toward purchase price)

Location of plant to visit NONE

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 14 - 16 Weeks

Bidding Organization: Interstate Equipment Company

Mailing Address: 122 Gardners Terrace Road, West Columbia, SC 29172

Signature of Bidder's Representative: 

Print Name of Bidder's Representative: G. Mark Dantzler

Title: Vice President Date: May 10, 1999

Telephone: (803) 794-7400 Fax: (803) 739-0868

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

415 S. PINE STREET, ROOM 107

WALHALLA, SOUTH CAROLINA 29691

DATE: May 10, 1999 BID NO 98-31

The INTERSTATE EQUIPMENT COMPANY takes the following exceptions:
(Bidder)

1. Feeder Size 2. No Fines Conveyor DESCRIPTION OF PLANT QUOTED:

One (1) New Telsmith Portable Rip Rap Plant consisting of:

Structural steel chassis with standard blocking and jacking supports, king pin front end, tandem rear axle assembly, highway transportation kit, feeder drive support platform with access ladder and railings, all necessary support structures, two grizzly bar thru side discharge chutes and on discharge end oversize chute with 1/2" abrasion resistant steel liners.

Telsmith 48" x 20'-0" Vibrating Grizzly Feeder complete with 9'-0" step grizzly bar section, abrasion resistant steel pan and side liners, coil support springs, and oil lubricated vibrating unit with 140 mm wide series spherical roller bearings.

Taper loading hopper, 8'-6" wide, for vibrating grizzly feeder with support structure.

Hydrostatic variable speed drive for feeder with remote speed controller.

Cummins Diesel Power

Hydraulic Leveling Legs

SIGNATURE: _____



BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The PIONEER MACHINERY INC.
Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for the rental of a portable rip rap plant, with option to purchase for the Rock Quarry.

BASE BID *INCLUDES ALL OPTIONS* \$ 209,410.00
S. C. Sales Tax (5%) \$ N/A
TOTAL PURCHASE PRICE \$ 209,410.00
Rental cost per month \$ Negotiable
(number of months paid will apply toward purchase price)

Location of plant to visit LAKE GROVE, OREGON 97035

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>None</u>	<u> </u>
<u>None</u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 8-10 WEEKS A.R.O.

Bidding Organization: PIONEER MACHINERY INC.

Mailing Address: P.O. BOX 1098 - PIEDMONT, SC 29673

Signature of Bidder's Representative: 

Print Name of Bidder's Representative: BOB OWENS

Title: TERRITORY MANAGER Date: 5/11/99

Telephone: (864) 269-7995 Fax: (864) 269-4987

BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE STREET, ROOM 107
WALHALLA, SOUTH CAROLINA 29691

DATE: 5/11/99 BID NO 98-31

The PIONEER MACHINERY INC. takes the following exceptions:
(Bidder)

1. FEEDER (1) 52" X 20'
(2) ADJUSTABLE GRIZZLY SECTIONS
2. DRIVE MOTOR - OURS IS ELECTRICALLY POWERED (WILL REQUIRE LINE POWER OR GENERATOR SET).
3. CARRIER - 10:00 x 22.5 RADIAL TIRES ON BUDD WHEELS
- 4 HYDRAULIC LEGS *(SHOWN AS OPTION)
- 6 WELDED LEGS
4. OVERSIZE DISCHARGE CHUTE - REMOVABLE GOOSENECK FOR EASY OVERSIZE REMOVAL.
5. SECONDARY GRIZZLY THRU-MATERIAL CHUTE - 1" PLATE CONSTRUCTION
6. OPTIONS: *SEE OPTIONS FOR CONVEYORS

<u>REFERENCES</u>	<u>LOCATION</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1. VESSEY & SONS	/ WASHINGTON	/ JANICE OR STAN VESSEY	/(360) 249-4811 OR 249-5426
2. BEAVERLAKE QUARRY	/ WASHINGTON	/ FRED OR CHARLIE TEWALT	/(360) 249-5426
3. A.J. DEAN CO.	/ UTAH	/ ROGER DEAN OR JIM HUNLINE	/(801) 942-4499

SIGNATURE: 

Consolidated Benefits, Inc.

OCONEE COUNTY
 7/1/99
 (Based on Distribution Below)
 Projected Monthly Cost

Single	169						
Family	146						
		Current		Renewal		Option 1	Enterprise <input checked="" type="checkbox"/>
Specific Deductible		40,000		40,000		40,000	
Specific Contract		24-12		24-12		24-12	
Specific Run-In Limit		N/A		N/A		N/A	
Aggregate Contract		24-12		24-12		24-12	
Aggregate Run-In Limit		No \$ Limit		248,694		No \$ Limit	

	Single	Family	Single	Family	Single	Family
Life/AD&D						
Administrative Costs	8.85	8.85	10.75	10.75	10.75	10.75
Specific Stop Loss	27.14	57.66	29.56	82.96	22.54	45.23
Aggregate Stop Loss	2.88	2.88	4.34	4.34	1.75	1.75
Rolling Aggregate						
Utilization Review (CARE Network)	1.00	1.00	1.75	1.75	1.75	1.75
PPO (PCN)	3.00	3.00	3.00	3.00	3.00	3.00
COBRA Admin.			1.00	1.00	1.00	1.00
Prescription Card Admin.	(\$0.60 per Script)		(\$0.60 per Script)		(\$0.60 per Script)	
Large Case Mgt. (CARE Network)	0.50	0.50	0.75	0.75	0.75	0.75
Monthly Billed Fixed Cost	43.37	73.89	51.15	84.55	41.54	64.23
*Health Claims Funding	253.89	672.82	248.36	602.97	240.32	636.85
*Dental Claims Funding	Included		Included		15.37	40.73
*Prescription Card Funding	Included		Included		Included	
*Weekly Disability Funding						
*Vision Funding	Included		Included		Included	
*Recommended Total Funding Level	297.26	746.71	299.51	687.52	297.23	741.61
SET-UP/RENEWAL FEE (1)	\$	N/A		N/A		N/A
*TOTAL FIXED COST (2)	\$	217,409.64		251,863.80		186,774.08
MINIMUM ATTACHMENT POINT (\$	1,693,669.56		1,560,077.52		1,705,659.48
*MAXIMUM COST (1+2+3)	\$	1,911,078.20		1,811,941.32		1,902,433.56

*Projections are based on current census. Actual numbers may vary depending on status of group's enrollment throughout the policy year.

QUOTES BASED ON: Current Schedule of Benefits

QUALIFICATIONS:

Current and Renewal - Integrity

- (Integ)
1. Complete details (age, sex, incurred date, paid claims amount, diagnosis, prognosis and current status) on any ongoing claims at the date of application which have reached, or can be expected to reach, 50% of the specific deductible selected.
 2. Rates and factors are subject to revision if the census data changes materially; if the benefits are revised; or if the experience through the end of the contract year immediately prior to the effective date of coverage varies by more than 10% from the monthly average for the last year of experience furnished.
 3. The Stop Loss Proposal must be accepted in writing on or before the effective date of coverage, or will be deemed automatically withdrawn and of no force or effect. Acceptance is evidenced by Integrity Underwriters receipt of a properly executed proposal prior to the Effective Date.
 4. Proposal is contingent upon receipt of a completed Disclosure Statement received by Integrity Underwriters at a date not exceeding 15 days prior to the proposed effective date, and no later than 24 hours prior to the effective date, which discloses and verifies any known, new, suspected or potential claims which may exceed the specific stop loss deductible including, but not limited to, current medical status, diagnosis, treatment course, prognosis and claims paid up to the effective date of coverage. Integrity Underwriters reserves the right to adjust the rates and premium if new information is disclosed.
 5. This Stop Loss Proposal and the specific rates, aggregate factors, and premiums quoted herein are subject to adjustment based upon final underwriting, following receipt, review and acceptance by Integrity Underwriters of the following: (a) a satisfactorily completed and signed application received within 15 days after the Effective Date; (b) a full and complete record of paid claims for the 12 months immediately prior to the effective date of coverage with updated medical information (including detailed diagnosis and prognosis) for any new claimants whose claims were in excess of 50% of the specific deductible for the 12 months immediately prior to the effective date of coverage. This information must be received within 60 days after the effective date; (c) a complete copy of the Employer Plan Document including all current amendments thereto.
 6. This quote is subject to receipt and review of the average of the claims incurred in the 4 month period immediately prior to the effective date of coverage, do not exceed, by more than 10%, the monthly average of claims incurred in the 12 month period, immediately preceding the effective date of coverage. Integrity Underwriters will adjust the attachment factors and minimum attachment point if the final average claims are greater than 10% of the average used in the proposal.
 7. Neither the Stop Loss Proposal nor the final policy for stop loss coverage will provide coverage for: (a) any claims properly payable or recoverable from any existing or prior coverage; (b) claims incurred by any undisclosed persons who are disabled on the effective date of coverage or who otherwise fails to meet the definition of "Actively-at-Work" on the Effective Date of coverage; and (c) claims incurred by any person who is confined in a hospital or other institution on the Effective Date of coverage. However, upon proper submission by the Plan Administrator of all pertinent and requested details, at a date not exceeding 15 days prior to the proposed effective date of coverage, Integrity Underwriters may elect at its sole discretion to waive such exclusion.
 8. More detailed data (APS, LCM, notes, etc.) are also required for the following claimants: C. Covington, E. Elrod and H. Orr. Terms are subject to change upon review.

Option 1 - Enterprise
(Ent)

1. Complete details (age, sex, incurred date, paid claims amount, diagnosis, prognosis and current status) on any ongoing claims at the date of application which have reached, or can be expected to reach, 50% of the specific deductible selected.
2. Rates and factors are subject to revision if the census data changes materially; if the benefits are revised; or if the experience through the end of the contract year immediately prior to the effective date of coverage varies by more than 10% from the monthly average for the last year of experience furnished.
3. The actively-at-work provision can be waived upon receipt and acceptance of an original signed disclosure statement. It must be submitted 15 to 21 days prior to the effective date.
4. This proposal is based on information provided, and may be revised and/or revoked upon receipt and review of the following documents and/or data: (a) Plan Document; (b) TPA approval; (c) Experience to the effective date; (d) Initial enrollment; (e) Any pertinent information that was not provided with the original data submission.
5. Shock loss and claims information to the effective date are required.

OCONEE COUNTY COUNCIL

ORDINANCE NO. 77-2

BE IT ENACTED AND ORDAINED by Oconee County Council in Council duly assembled:

Section 1: This Ordinance shall be known as "The Mobile Home Registration Ordinance of Oconee County" and is in supplementation of the provisions of Act No. 899 of the General Assembly of the State of South Carolina of 1971.

Section 2: Definition: "Mobile home" as used herein shall be limited to those structures commonly referred to as mobile homes, housetrailer, or trailers, designed and used for occupation and use as a home or office on a permanent or semi-permanent basis, which have not been altered and affixed to a foundation so as to be integrated into the real property upon which the same is situate and therefore to be classified as a "permanent structure" under the provisions of Act No. 899 of the General Assembly of the State of South Carolina of 1971.

Section 3: This Ordinance is by way of supplementation to and not repeal of Act No. 899 of the General Assembly of the State of South Carolina of 1971, and shall be interpreted as being subject to the provisions of such Act. Any conflict between the provisions of Act No. 899 of the General Assembly of the State of South Carolina of 1971 and this Ordinance shall be null and void and have no affect.

Section 4: The Assessor's Office of Oconee County is herein authorized to charge a "late registration" fee of one (\$1.00) dollars for registration of Mobile Homes as defined herein, after the twenty-eighth day of February of each calendar year, beginning in the year 1977, and an additional late charge or penalty of Five (\$5.00) dollars for each thirty (30) days period elapsing after February 28th, 1977, in addition to the late charge provided herein.

Section 5: Nothing herein shall be construed to repeal the provisions of Section 7 of Act No. 899 referred to herein, and the provisions herein are in addition to the penalties provided in the Statue.

APPROVED AND ORDAINED in Council duly assembled this 13 day of April, 1977, on first reading by a vote of:

Mar

6 YES

0 NO

Ann Orr, Clerk

2nd Reading Apr 5, 1977 *vote* 7-0
3rd Reading Apr 19 1977 *vote* 6-0

OCONEE COUNTY COUNCIL

ORDINANCE NO. 79-5

BE IT ENACTED AND ORDAINED by Oconee County Council in Council duly assembled:

Section 1.

This Ordinance shall be known as "The Mobile Home Registration Ordinance of Oconee County" and is in supplementation of the provisions of Amended Article 3 of Chapter 17 of Title 31 of the 1976 Code of Laws of South Carolina.

Section 2.

Definition: "Mobile Homes" as used herein shall be limited to those structures commonly referred to as mobile homes, housetrailer, or trailers, designed and used for occupation and use as a home or office on a permanent or semi-permanent basis, which have not been altered and affixed to a foundation so as to be integrated into the real property upon which the same is situate and therefore to be classified as a "Permanent Structure" under the provisions of Section 31-17-310 (Section 31-17-20) of the General Assembly of the State of South Carolina of 1978.

Section 3.

This Ordinance is by way of supplementation to and not a repeal of Amended Article 3 of Chapter 17 of Title 31 of the 1976 Code of Laws of the General Assembly of the State of South Carolina of 1978, and shall be interpreted as being subject to the provisions of such Act. Any conflict between the provisions of Amended Article 3 of Chapter 3 of Chapter 17 of Title 31 of the General Assembly of the State of South Carolina of 1978 and this Ordinance shall be null and void and have not affect.

Section 4.

The Assessor's Office of Oconee County is herein authorized to charge a "Late Registration" fee of One (\$1.00) dollar for registration of Mobile Homes as defined herein, after the twenty-eighth day of February of each calendar year, beginning in the year 1979, and an additional late charge or penalty of Five (\$5.00) dollars commencing one March of each calendar year in addition to the late charge provided herein.

Section 5.

Nothing herein shall be construed to repeal the provisions of Amended Article 3 of Chapter 17 of Title 31 referred to herein, and the provisions herein are in addition to the penalties provided in the Statute.

APPROVED AND ORDAINED in Council duly assembled this 15th day of May, 1979 on Third Reading by a vote of:

4 YES 0 NO

Ann S. Orr, Clerk
Ann S. Orr

2ND READING: MAY 1, 79

5 - 0
yes no

1ST READING APR 17, 79

5 - 0



ANDERSON COUNTY

May 18, 1999

Mr. Harrison Orr
Oconee County Supervisor
415 South Pine St.
Walhalla, SC 29691

County Administrator

Joey R. Preston

Council Members

William A. Floyd
Chairman
District 2

Clint Wright
Vice-Chairman
District 4

G. Fred Tolly, Jr.
District 1

Larry E. Greer
District 3

J. Mike Holden
District 5

Clerk to Council
Linda N. Gilstrap

Mr. Tom Hendricks
Pickens County Administrator
222 McDaniel Ave., B-1
Pickens, SC 29671

RE: Intergovernmental Agreement

Gentlemen:

In response to Mr. Orr's letter of April 30, 1999, and for the purpose of establishing a clearer understanding about the property at Clemson, I offer the following for your consideration:

1. We each must respect the property ownership of the other tenants in common.
2. We should meet together to discuss the 1994 agreements and how we should go from here, considering the changes in events which have taken place since that time.
3. I take this opportunity to remind you that our contract with A.R.L. and Allied includes both Oconee and Pickens Counties and affords each of you an affordable means of waste disposal. This relationship also provides a very affordable means for us to put into place the research/resource recovery and recycling component of our 1994 agreement at the Tri-County site.
4. I re-state Anderson County's position that we take very seriously our investment in the Tri-County effort and in our property rights.

PO Box 8002
Anderson, SC
29622-8002
ph. 864.260.4031
fx. 864.260.4106

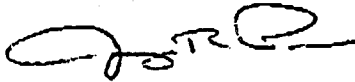
**Making News.
Making Progress.**

Page 2

5. We are opposed to any unilateral action as suggested in the April 30 letter and repeat our willingness to meet and seek to find an acceptable joint decision regarding the property, our money being held by ACOG, and how we may best proceed.

Please review these comments and respond to me at your earliest convenience as time is of the essence concerning this matter. If you have any questions or concerns or if you would like to schedule a time at which we could meet to discuss this matter please feel free to contact me.

Sincerely,



Joey R. Preston
Anderson County Administrator

cc: Anderson County Council
Dr. Bob Nash, Pickens County Council

Oconee County Council

Tim Hall, III
District One
296 Lisa Lane
Mountain Rest, SC 29664

J. Harold Thomas
District Two
Post Office Box 309
Walhalla, SC 29691

Harry R. Hamilton
District Three
702 Quincy Road
Seneca, SC 29678

Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
Phone: (864) 638-4244
Fax: (864) 638-4241

Harrison E. Orr
Supervisor, Chairman
415 South Pine Street
Walhalla, SC 29691
(864) 638-4242

Ann H. Hughes
District Four
117 Jolin Drive
Westminster, SC 29693

Charles R. "Chuck" Timms
District Five
620 Lowry Lane
Seneca, SC 29678

Timothy M. Cain
County Attorney
Post Office Box 698
Seneca, SC 29679

April 30, 1999

Mr. Joey R. Preston, Administrator
Anderson County
P. O. Box 8002
Anderson, SC 29622

Mr. Tom Hendricks, Administrator
Pickens County
222 McDaniel Avenue B-2
Pickens, SC 29671

RE: Intergovernmental Agreement

Dear Sirs:

Reference is invited to that Department of Health & Environmental Control letter dated April 21, 1999 signed by Christina H. Lewis, addressed to Mr. Joe Dennis, HDR Engineering.

Please be advised that Oconee County intends to submit a request for a draft permit to DHEC on May 19, 1999. In accordance with Section V (Participation) of the Intergovernmental Agreement (IGA) dated June 21, 1994, Oconee County requests that Anderson County and Pickens County join us in this request. If no response or a negative response is received from Anderson and/or Pickens County by 5:00 PM May 18, 1999, Oconee County will understand that the provisions of Section VII of the IGA apply.

We look forward to your cooperation and participation in this venture.

Sincerely,

Harrison E. Orr /eg
Harrison E. Orr
Supervisor-Chairman
Oconee County Council

To: Tom HENDRICKS

864-898-5580

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 99-11**

WHEREAS, recent years have seen the proliferation of video poker machines in South Carolina, to include Oconee County; and

WHEREAS, the uncontrolled and unregulated business of video poker and gambling within the State of South Carolina can result in harmful effects to the health, safety and welfare of the people of the State of South Carolina and of Oconee County; and

WHEREAS, the issue of the regulation of video poker is one which has consumed a great deal of time of the General Assembly for the State of South Carolina; and

WHEREAS, it is in the best interest of the citizens of the State of South Carolina and Oconee County that if video poker gambling is to be allowed by law that the same be regulated and monitored by appropriate agencies.

NOW THEREFORE, BE IT RESOLVED by the Oconee County Council in session, duly assembled with a quorum present and voting that the Oconee County Council does hereby urge the General Assembly for the State of South Carolina and the Governor for the State of South Carolina to appropriately monitor and regulate video poker gambling in the State of South Carolina if the same is to be permitted to continue.

ADOPTED & APPROVED on first and final reading this day of May, 1999
by a vote of:



**OCONEE COUNTY HEALTH DEPARTMENT
APPALACHIA I PUBLIC HEALTH DISTRICT**
200 Booker Drive
Walhalla, SC 29691-2278
864-638-4170 FAX 864-638-4173

SERVING
Oconee County

January 20, 1999

Ms. Phyllis Lombard
Oconee County Finance Director
415 South Pine Street
Walhalla, S.C. 29691

Dear Phyllis:

I am writing in follow up to our recent telephone conversation. I am requesting that the designated money for the construction of the new Seneca Health Department be invested in a 60 day certificate of deposit so that it can earn a higher rate of interest than it is currently earning. Due to the time lag that will occur in getting design drawings and bids, I think we would be safe in committing this money for a 60 day period.

I am also requesting that the interest that the County has already earned on the \$300,000 from the State be credited to our account or made available to us in some way. I don't know what interest rate the County is receiving, but I estimate that the return for this amount of money would be around \$15,000.

Would it be possible to have the interest from the County funds that have been committed credited to this account also? When the State committed \$300,000 in March 1998, Oconee County also committed \$300,000 in the last fiscal year (FY 97/98). The second \$300,000 from Oconee County was committed in the current fiscal year (FY 98/99). I don't know the exact time of the commitments, but if we assume a year for the first commitment and six months for the second it would give about \$22,500 of additional interest. There have been some concerns expressed that we may not have enough of a contingency built in to our construction estimates. Since the money is sitting in an account drawing interest, if any interest related to these specific funds could be credited to us it would go a long way toward meeting the contingency needs for the project.

Thank you for your consideration of these requests.

Sincerely,

Robert K. Craig
District Administrator

Oconee County Health Department
200 Booker Drive
Walhalla, SC 29691-2278
864-638-4170 FAX 864-638-4173

Seneca Health Clinic
107-A E. North 1st Street
Seneca, SC 29678
864-882-2245 FAX 864-885-9659

Oconee County Council

Tim Hall, III
District One
296 Lisa Lane
Mountain Rest, SC 29664

J. Harold Thomas
District Two
Post Office Box 309
Walhalla, SC 29691

Harry R. Hamilton
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Westminster, SC 29693

Charles R. "Chuck" Timms
District Five
620 Lowry Lane
Seneca, SC 29678

Timothy M. Cain
County Attorney
Post Office Box 698
Seneca, SC 29679

March 12, 1999

Mr. Robert K. Craig
District Administrator
Oconee County Health Department
200 Booker Drive
Walhalla, SC 29691

Dear Mr. Craig:

This letter will follow up your recent inquiry to Mrs. Phyllis Lombard, Oconee County Finance Director concerning the use of interest from funds allocated and/or set aside for the new Health Department building.

After consulting with our Finance Director, County Auditors and County Attorney, I have no objection to the County setting aside \$300,000 appropriated by the State in a separate account fund and allowing the interest earned on these funds to be applied to the project if County Council approves such an arrangement. However, we cannot set aside interest earned from the County allocation for this project, as any interest which is earned on these funds must accrue to the County general fund.

If this arrangement is acceptable, please let me know and I will ask Mrs. Lombard to include this request on the April 6, 1999 County Council agenda for consideration by the Council.

Should there be any questions, please do not hesitate to contact me.

Sincerely,



Harrison E. Orr
Supervisor-Chairman
Oconee County Council

C: Mrs. Phyllis E. Lombard, Finance Director
File

Accumulated interest on \$300,000 received from State Treasurer for Seneca Health Department held in money market account

From:3/16/98 to 5/18/99

Year	Month	Rate	Beginning Balance	Interest Earned	Ending Balance
1998	March*	4.28%	300,000.00	527.67	300,527.67
1998	April	4.61%	300,527.67	1,138.71	301,666.38
1998	May	4.61%	301,666.38	1,181.13	302,847.51
1998	June	4.61%	302,847.51	1,147.50	303,995.01
1998	July	4.61%	303,995.01	1,190.24	305,185.26
1998	August	4.61%	305,185.26	1,194.90	306,380.16
1998	September	4.61%	306,380.16	1,160.89	307,541.05
1998	October	4.61%	307,541.05	1,204.13	308,745.18
1998	November	4.61%	308,745.18	1,169.85	309,915.02
1998	December	3.98%	309,915.02	1,047.60	310,962.62
1999	January	3.98%	310,962.62	1,051.14	312,013.76
1999	February	3.98%	312,013.76	1,054.69	313,068.45
1999	March	3.98%	313,068.45	1,058.26	314,126.71
1999	April	3.98%	314,126.71	1,061.83	315,188.54
1999	May**	3.98%	315,188.54	618.63	315,807.18

Total Interest Earned: 15807.178

*Deposit made 3/16/98

**Through May 5/18/99

CONTRACT

between

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

and

OCONEE COUNTY

This contract shall be effective as of the 15th day of April between the South Carolina Department of Health and Environmental Control, Division of Emergency Medical Services, (hereinafter referred to as DHEC) and Oconee County (hereinafter referred to as the Contractor).

A. SCOPE OF SERVICES

The contractor will submit for approval a county application (DHEC form 1061) for grant in aid for the purpose of upgrading and/or expanding the Emergency Medical Services within the county. The Contractor will purchase the equipment and/or training programs based on the county application as approved by DHEC.

B. TIME OF PERFORMANCE

This contract is effective April 15, 1999 and will expire April 17, 2000.

C. COMPENSATION

DHEC agrees to reimburse the Contractor an amount not to exceed 92.5 percent of the cost for approved equipment and training referred to on DHEC form 1061 for grant in aid. Basis for payment is actual expenditures for authorized purchases; however, in no event will the total amount to be reimbursed under this Contract exceed \$901.87.

D. REIMBURSEMENT REQUIREMENTS

DHEC will remit payment to the Contractor within forty five (45) days of receipt of the reimbursement request from the county official. The reimbursement request must include a compliance report as set forth in section E below. It must also include invoice(s) indicating that the

equipment/training has been received/completed and the corresponding canceled check. An original, fully executed contract must be received by DHEC before any payments can be made. ALL INVOICES FOR REIMBURSEMENT MUST BE SUBMITTED NO LATER THAN MARCH 1,2000. INVOICES RECEIVED AFTER MARCH 1,2000 WILL NOT BE ACCEPTED.

E. COMPLIANCE REPORTS

1. The Contractor shall submit a formal letter indicating that they have met all the terms of the contract regarding the implementation of the grant application as outlined in this contract. This should be done at the time of request for reimbursement.

2. A written statement, signed by the county government official verifying that state funds were not used to replace local county funds for EMS.

3. A statement from the authorizing county official that state or local purchasing requirements were followed in the purchase of the equipment.

F. TERMS AND CONDITIONS

1. There will be no reimbursement for monies expended for equipment or training prior to the effective date of the contract. Additionally, there will be no reimbursement for monies obligated or expended for equipment until the application (DHEC form 1061) is submitted to and approved by DHEC. DHEC will provide reimbursement for training programs undertaken before the application is approved by the EMS Section, only if the training program is listed specifically in the grant in aid criteria, and also included as a part of the application (DHEC form 1061).

2. Failure to comply with this contract and the provisions of the approved application (DHEC form 1061) may result in suspension or revocation of the approved grant-in-aid, as well as suspension or

termination of all payments under this contract. Contractor will be responsible for repayment to DHEC of any funds provided for equipment or training found not to be in compliance with this contract and the provisions of the approved application (DHEC form 1061).

3. Any changes to this contract must be mutually agreed upon between DHEC and the Contractor and incorporated in written statements to this contract.

4. Records with respect to all matters covered by this contract shall be retained by the Contractor for four years after the end of the contract period and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the four-year period, or if audit findings have not been resolved at the end of the four-year period, the records shall be retained until resolution of the audit findings.

5. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this contract on the grounds of race, age, health status, color, national origin, handicap, sex or religion.

6. a. Subject to the provisions contained below, this Contract may be terminated by DHEC providing written notice of that intent to the Contractor thirty(30) days in advance.

b. Funds for this Contract are payable from State and/or Federal and/or other appropriations. In the event sufficient appropriations are not made to pay the charges under this Contract, it shall terminate without any obligation by DHEC.

c. DHEC may terminate this Contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.

7. Contractors must agree to make positive efforts to use small and minority owned businesses and individuals. This effort will include but

not be limited to establishing a Minority Business Utilization policy and a system for reporting compliance quarterly to DHEC. Forms (DHEC 128) will be for each quarter.

8. The Contractor agrees to conform to all requirements of OMB Circular 102.

9. Notwithstanding any other provisions of the contract, the parties hereto agree that the charges to DHEC by the Contractor are payable only from appropriations, grants, and monies from the State Legislature and other governmental entities given to DHEC specifically to fund Emergency Medical Services grant in aid. In the event sufficient appropriations, grants, and monies are not made to DHEC specifically to pay the charges hereunder, this agreement shall terminate without further obligation of DHEC. In such event, DHEC shall certify to the Contractor that sufficient funds are not available to DHEC to meet the obligations of the contract and such written certification shall be conclusive upon the parties.

10. The Contractor certifies that he/she will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual employed by the Contractor.

11. The Contractor agrees and understands that neither the contractor, its employees nor agents is covered by any professional or tort liability insurance maintained by DHEC.

12. Contractors who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services and expenditures to the proper program area of DHEC. The Contractor is subject to site visits from DHEC in an effort to monitor compliance.

13. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC.

14. The Contractor certifies that he/she is not an employee of a South Carolina State Agency.

15. If the Contract is to be paid for travel expenses including room and board incurred in connection with the services described in Section I, such payment will be limited to mileage reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the contract.

16. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.

17. The contract shall be construed and enforced in accordance with the laws of the State of South Carolina.

The parties to this contract hereby agree to any and all provisions of the contract as stipulated above.

South Carolina Department of
Health and Environmental Control

Oconee County

BY: Mason R. Brooks

BY: Harrison E. Orr

Signature: *Mason R. Brooks*
TITLE: Assistant Deputy
Commissioner, Health Services

Signature: *Harrison E. Orr*
TITLE: Supervisor-Chairman
Oconee County Council

DATE: 5-24-99

DATE: 5/19/99

WITNESSES:
Georgia A. Luensing
Servie M. McAvoy

WITNESSES:
Opal O. Green
Sheila O'Kelley

E.I.#: 57-6000-391
Mailing/ Address:
County Treasurer's Office
Oconee County
415 South Pine Street
Walhalla S.C. 29691

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL ORDINANCE NO. 99- 6

AN ORDINANCE CREATING THE OCONEE COUNTY TOURISM COMMISSION

BY OCONEE COUNTY COUNCIL, in session, duly assembled and with a quorum present and voting,

BE IT ORDAINED:

Section 1: Name, Purpose, Effective Date.

This Ordinance shall be known, in addition to the number, as "An Ordinance to create the Oconee County Tourism Commission", and shall be effective upon third and final reading.

The purpose of this Ordinance is to create the Oconee County Tourism Commission, with the duties and authorities herein provided.

Section 2: Membership.

The membership of the Oconee County Tourism Commission shall be five (5) in number, selected and appointed by a majority vote of the membership of Oconee County Council voting in Council duly assembled, with one (1) member being selected from each of the five Council Districts in existence and as delineated at the time of the adoption of this Ordinance. PROVIDED, HOWEVER, if after an appointment of a member to represent a particular Council District of Oconee County to this Commission, such District is altered then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. PROVIDED FURTHER, HOWEVER, if or in the event the County be further divided into additional Districts, additional appointments of members to the Commission to represent the newly created District may be made by County Council without further action.

Should any member of this Commission move and establish residence outside the County or the District where such member was residing at the time of the appointment to this Commission, such moving shall constitute a resignation by the member and a replacement member(s) shall be appointed to fill the unexpired term of such resigned member.

Section 3: Term of Members.

Each member shall serve for a term of four (4) years, EXCEPT that the initial term of those members selected to represent Districts Two (2), Five (5), and Four (4) shall be for a period of two (2) years, and for Districts One (1) and Three (3) shall be for a period of four (4) years, and thereafter all members shall serve for a four (4) year term or until their successors in office are duly appointed.

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If or in the event any member of the Commission shall fail to attend fifty (50%) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the Oconee County Council. PROVIDED, HOWEVER, if such absences are excused by the Chairman of the Commission and/or the Supervisor-Chairman of Oconee County Council, then this provision may be waived.

Members of the Oconee County Tourism Commission may be removed at any time by majority vote of the Oconee County Council for cause.

Section 4: Organization, Meetings, Officers.

The Oconee County Tourism Commission shall meet at least once each month, at a time and place selected by the membership thereof, excepting that upon vote of a majority of its members, meetings for July and August may be suspended and waived.

At the January meeting of each even-numbered year, there shall be elected a Chairman, a Vice Chairman and a Secretary, together with such other officers as the Commission may deem necessary, and these officers shall serve for a period of two (2) years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

In addition, the Commission may duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. And By-Laws which may be adopted by the Commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

Section 5: Powers and Duties.

The duties of the Oconee County Tourism Commission shall be, inter alia, as follows:

a) To advise Oconee County Council on any matter affecting tourism in the County; the encouragement of tourism in the County; to cooperate and assist the Oconee County Parks and Recreation Commission with an overall plan for attracting tourists to the County. Such advice shall be made in the form of a written report to Council, monthly, summarizing the activities, findings and functions of the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Supervisor of Oconee County or his designee within a reasonable time. In no event, however, shall this Commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of Oconee County Council. In any event, the power and authority to enter into any contact binding Oconee County is vested with and shall remain in the Supervisor and Oconee County Council and is not herein delegated to this Commission.

b) To participate in the formulation of the budget and budgetary appropriations affecting the areas of concern of this Commission.

c) To prepare plans and recommendations to Oconee County Council in the area of its activity, with recommendations for the implementation of such plans.

d) To advise and recommend the employment of County employees to County Council, whose employment is within the area and scope of its activities.

e) To generally advise Oconee County Council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the County government in the field of activity with which the Commission is concerned.

Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman of the Commission at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Supervisor-Chairman of Oconee County Council for dissemination to Council members.

Section 6: Salaries and Funding.

Each member of the Oconee County Tourism Commission shall be paid the sum of one hundred (\$100.00) dollars per year, plus expenses for out of County travel, as sole compensation. Any expense item or claim for same shall be first approved by the Chairman of the Commission unless the same is made by such Chairman and submitted for approval and payment to the County Council. In no event shall any member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such member shall not provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing County and State purchasing procedures.

In the event that a member of the Commission is a permanent employee of Oconee County, he/she shall not be entitled to any additional compensation by reason of such service on the Commission.

DONE AND RATIFIED on First Reading this _____ day of _____, 1999, by a vote of:

_____: YES

_____: NO

_____, Clerk
OPAL GREEN

DRAFT

DONE AND RATIFIED on Second Reading this _____ day of _____, 1999, by a vote of:

_____: YES

_____: NO

_____, Clerk
OPAL GREEN

DRAFT

DONE AND RATIFIED on Third Reading this _____ day of _____, 1999, by
a vote of:

_____ :YES

_____ :NO

HARRISON E. ORR
Supervisor-Chairman

ATTEST:

_____, Clerk
Opal Green

DRAFT

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL ORDINANCE NO. 99- 7

AN ORDINANCE AMENDING ORDINANCE 79-21 SO AS TO CHANGE THE NAME OF THE COMMISSION CREATED THEREUNDER FROM THE OCONEE COUNTY PARKS, RECREATION AND TOURISM COMMISSION TO THE OCONEE COUNTY PARKS AND RECREATION COMMISSION AND TO PROVIDE FOR THE FUNCTION, POWERS AND DUTIES THEREOF AND OTHER MATTERS RELATING THERETO.

WHEREAS, Ordinance No. 79-21 created the Oconee County Parks, Recreation and Tourism Commission and set forth the name, function, powers and duties of said Commission; and

WHEREAS, by Ordinance No. 99- , the Oconee County Council did establish and create the Oconee County Tourism Commission, whose duties, powers and functions are set forth in said Ordinance; and

WHEREAS, the governing body of Oconee County so as to avoid duplication of effort and in the interest of the economy, has determined that it is necessary to re-define the function, powers and duties of the Oconee County Parks, Recreation and Tourism Commission as created by Ordinance 79-21; and

NOW, THEREFORE, be it ordained, that Ordinance 79-21 is hereby amended to provide as follows:

SECTION 1: Name, Purpose, Effective Date.

This Ordinance shall be known, in addition to the number as "An Ordinance Amending Ordinance 79-21 so as to change the name of the Commission created thereunder from the Oconee County Parks, Recreation and Tourism Commission to the Oconee County Parks and Recreation Commission and to provide for the function, powers and duties thereof and other matters relating thereto" and shall be effective upon third and final reading.

The purpose of this Ordinance is to change the name of the Oconee County Parks, Recreation and Tourism Commission to the Oconee County Parks and Recreation Commission and to set forth the duties and authorities herein provided.

SECTION 2: Membership.

The membership of the Oconee County Parks and Recreation Commission shall be five (5) in number, selected and appointed by a majority vote of the membership of Oconee County Council voting in Council duly assembled, with one (1) member being selected from each of the five (5) Council Districts in existence and as delineated at the time of the adoption of this

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Ordinance. PROVIDED, HOWEVER, if after an appointment of a member to represent a particular Council District of Oconee County to this Commission, such District is altered then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. PROVIDED FURTHER, HOWEVER, if or in the event the County be further divided into additional Districts, additional appointments of members to the Commission to represent to newly created District may be made by County Council without further action.

Should any member of this Commission move and establish residence outside the County or the District where such member was residing at the time of the appointment to this Commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.

SECTION 3: Term of Members

Each member shall serve for a term of four (4) years EXCEPT that the initial term of those members selected to represent Districts Two (2), Five (5), and Four (4) shall be for a period of two (2) years, and for Districts One (1) and Three (3) shall be for a period of four (4) years, and thereafter all members shall serve for a four (4) year term or until their successors in office are duly appointed.

If or in the event any member of the Commission shall fail to attend fifty (50%) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of Oconee County Council. PROVIDED, HOWEVER, if such absences are excused by the Chairman of the Commission and/or the Supervisor-Chairman of Oconee County Council, then this provision may be waived.

Those members who are serving on the Oconee County Parks, Recreation and Tourism Commission as of the effective date of this Ordinance shall complete the terms for which they were appointed as of the effective date of this Ordinance. Reappointments shall be made in accordance with the terms and provisions hereof.

SECTION 4: Organization, Meetings, Officers

The Oconee County Parks and Recreation Commission shall meet at least once each month, at a time and place selected by the membership thereof, excepting that upon vote of a majority of its members, meetings for July and August may be suspended and waived.

At the January meeting of each even-numbered year, there shall be elected a Chairman, a Vice Chairman and a Secretary, together with such other officers as the Commission may deem necessary, and these officers shall serve for a period of two (2) years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

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In addition, the Commission may duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. Any By-Laws which may be adopted by the Commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

SECTION 5: Powers and Duties

The duties of the Oconee County Parks and Recreation Commission shall be, inter alia, as follows:

- a) To advise Oconee County Council on any matter affecting the operation of County parks and recreational facilities and equipment; to formulate and implement plans to exploit the natural beauty of Oconee County, the present recreational facilities of the County, and the creation of such additional facilities as may be approved, for the enjoyment of the citizens of Oconee County and its visitors and to assist the Oconee County Tourism Commission with an overall plan for attracting tourists to the County. Such advice shall be made in the form of a written report to Council monthly, summarizing the activities, findings and functions of the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Supervisor of Oconee County or his designee within a reasonable time. In no event, however, should this Commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of the Oconee County Council. In any event, the power and authority to enter into any contract binding Oconee County is vested with and shall remain in the Supervisor and Oconee County Council and is not herein delegated to this Commission.
- b) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern in this Commission.
- c) To prepare plans and recommendations to Oconee County Council in the area of its activity, with recommendations for the implementation of such plans.
- d) To advise and recommend the employment of County employees to County Council, whose employment is within the area and scope of its activities.
- e) To generally advise Oconee County Council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the County government in the field of activity with which the Commission is concerned.

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Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman on the Commission at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Supervisor-Chairman of Oconee County Council for dissemination to Council members.

SECTION 6: Salaries and Funding.

Each member of the Oconee County Parks and Recreation Commission shall be paid the sum of one hundred (\$100.00) dollars per year, plus expenses for out of County travel, as sole compensation. Any expense item or claim for same shall be first approved by the Chairman of the Commission, unless the same is made by such Chairman and submitted for approval and payment to the County Council. In no event shall any member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such member shall not provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing County and State purchasing procedures.

In the event that the Executive Director of the Commission is a permanent employee of the County, he shall not be entitled to any additional compensation.

DONE AND RATIFIED on First Reading this _____ day of _____, 1999, by a vote of:

_____: YES

_____: NO

_____, Clerk
OPAL GREEN

DONE AND RATIFIED on Second Reading this _____ day of _____, 1999, by a vote of:

_____: YES

_____: NO

_____, Clerk
OPAL GREEN

DONE AND RATIFIED on Third Reading this _____ day of _____, 1999, by a vote of:

_____: YES

_____: NO

HARRISON E. ORR
Supervisor-Chairman

ATTEST:

_____, Clerk
Opal Green